



TECHNOLOGY MANAGEMENT CELL
ODISHA UNIVERSITY OF AGRICULTURE & TECHNOLOGY,
BHUBANESWAR, ODISHA

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EXPRESSION OF INTEREST FOR COMMERCIALIZATION OF
MAIZE HYBRID VARIETY 'KALINGA RAJ (OMH 14-27)'
DEVELOPED BY OUAT THROUGH NON-EXCLUSIVE LICENSING

Validity of the advertisement: one year from the date of publication in OUAT Website

OUAT has developed the **Maize hybrid variety 'Kalinga Raj (OMH 14-27)** and is suitable for cultivation in Odisha during *kharif* season. The variety has been notified in the Gazette of India Vide S.O. 3482(E), New Delhi, dated 07.10.2020 for the State of Odisha under the provisions of section 5 of the Seeds Act 1966. Presently, OUAT desires to supply the parental seeds to various private Seed Agencies/ Companies/ Firms for large scale seed production of male and female parental lines and commercial seed production (F₁ seed) of Maize Hybrid, "Kalinga Raj (OMH 14-27)" and marketing of the hybrid seeds on tenure basis through Non-Exclusive Licensing (NEL).

Therefore, applications in plain paper are invited from the interested private Seed Agencies/ Companies/Firms for issue of Non-Exclusive License (NEL) against Maize Hybrid, "Kalinga Raj (OMH 14-27)" developed by OUAT. The license shall be issued for a minimum period of five years from the date of issue of NEL on receipt of an upfront NEL fee, GST and signing of an Agreement with OUAT. The details of the NEL fee, terms and conditions for issue of NEL are given below.

License fee should be paid in shape of **Bank Draft only** drawn on any nationalized bank in favour of "**OUAT Technology Fund**", payable at **SBI, OUAT Campus Branch, Bhubaneswar (Code 03341) and the GST in favour of "Comptroller, OUAT, Bhubaneswar"**.

The application along with the license fee, GST amount and copies of documents *viz.* registration certificate of company/firm, updated GST registration and latest IT return copy should be submitted to the "Chairman, Technology Management Cell, OUAT, Bhubaneswar-751003" in a closed cover either in person or by registered post. NEL will be issued on receipt of Agreement on Non-Judicial paper of Rs.100.00 from the applicants. **The agreement document can be availed on request from Technology Management Cell (tmcouatbbsr@gmail.com)**. The University reserves the right to issue or reject license to any applicant without assigning any reason thereof.

Terms and conditions of the Agreement :


(First party : Licensor (OUAT), Second party : Licensee (Seed Agency/ Company/Firm)

1. The Licensee will be granted the rights on a **non-exclusive basis** to multiply / produce seed of the hybrid on a large scale and market within the Agreement period of **5 (five) years** from the date of signing of the Agreement after payment of an upfront one-time License fee of **Rs.4.00 lakhs plus GST** as applicable for supply of 8.0kg female and 2.0 kg male parental lines, on payment of cost and is renewable for a further period of two years on payment of additional license fee of @Rs.50,000/- (Rupees fifty thousand) per year plus GST as applicable, on yearly basis.
2. The ownership of the intellectual properties in respect of the parental line(s) shall rest with OUAT.
3. OUAT shall reserve the rights to supply F₁ hybrid and all parental lines to any other Public Sector, Government, NGO, other seed companies in public and private sectors and farmers on requisition and availability of seeds.
4. The licensor (OUAT) shall not be responsible or liable to indemnify for any complaints / litigations relating to quality/ performance/ damages, arising out of production, marketing, sale of seeds under any circumstances.
5. The Licensee shall not be indulged in sub-licensing without written permission of OUAT.
6. The Licensee shall not have any rights on seed production and marketing of the said hybrid or its parental lines after the end of the Agreement period.
7. The Licensee will sell the quality seed of the said hybrid, with due regard to specified seed quality standards (recommended genetic purity, physical purity and germination etc.) in the recommended region at the appropriate time and at a reasonable price during the entire term of Agreement period. The sale price of the seeds to be sold shall be informed by the Licensee to the TMC regularly with documental evidences.
8. The Licensee shall be fully responsible for any complaint made / liability claimed by any affected party(ies) including farmers / farmers' organization / court decisions etc. arising due to poor quality/ performance/ damages, arising out of production, marketing, sale of seeds and shall be resolved by the Licensee at its own cost. The licensor (OUAT) shall not be responsible or liable to indemnify for any such complaints / litigations under any circumstances.
9. The Licensee shall pay all the taxes, as applicable and payable *vis-a-vis* to State and Central Government for the sale/ marketing of product or any unforeseen charges/costs.
10. The ownership of the intellectual properties in respect of the parental line(s) shall rest with OUAT.
11. The Licensee shall maintain confidentiality of parental lines of Maize Hybrid "Kalinga Raj (OMH 14-27)" and shall not divulge it or shall not transfer/assign to any other third party including individuals/company/concern within or outside India.

12. In any case, Licensee shall not use the parental seeds for research purpose or sell to any other agency for partial or full genetic modification by research. In the event of violation of this clause, the Licensee shall be liable for all losses and shall agree to indemnify OUAT against all loss and damages.
13. The Licensee shall not be indulged in sub-licensing without the permission of OUAT.
14. The Licensor shall provide relevant technical information/guidance related to the parental lines or F₁ seed production, only on written request of the Licensee and after payment of cost, as follows:
 - a. Whenever, a scientist or team of scientists will be requested by the Licensee to visit the project site, the Licensee should provide the complete travel cost to and fro and other logistics.
 - b. Consultancy charges @ **Rs. 2,000/-** per day per scientist shall be paid by the Licensee for the visit.
15. The Licensee shall provide all information regarding the details of production plans, area to be covered, actual quantum of seed to be produced and sold, *etc.*, every year to the Licensor.
16. The Licensee shall inform to OUAT, the trade / commercial brand under which this **Maize Hybrid "Kalinga Raj (OMH 14-27)"** will be marketed. Licensee has to write the name of this hybrid "**Kalinga Raj (OMH 14-27) developed by OUAT**" in all their literature(s), marketing media(s) and seed packet(s) along with the commercial / trade name of the Licensee.
17. The Licensee shall not use OUAT logo/emblem under any circumstances.
18. The Agreement shall be terminated by the Licensor on the happening of the one or more of the following events with 'one month' notice.
 - a. If the Licensee fails to start commercial production within six (6) months;
 - b. If the Licensee breaches any term or conditions of the Agreement.
19. Disputes or differences of opinion, if any, arising out of this agreement shall be referred to the sole arbitration of the Vice Chancellor, OUAT, whose decision shall be final and binding. The place of arbitration shall be at Bhubaneswar.

About the Maize Hybrid “Kalinga Raj (OMH 14-27)”

Sl. No.	Parameter	Characteristics
	Nature of hybrid	: Single cross hybrid
1.	Recommended Ecosystem	: Rainfed upland/medium lands during Kharif and Irrigated upland/medium lands during Rabi
2.	Suitable Season of cultivation	: Kharif
3.	Duration of the Hybrid variety	: 85-100 days (Avg. 92 days)
4.	Average yield	: 79.5q/ha
5.	Special characteristics	: Resistant to common rust, Rajasthan downey mildew, cyst nematode, Moderately resistant Maydis leaf blight, charcoal rot, Fusarium stalk rot, bacterial stalk rot Moderately resistant to <i>Chilo partellus</i> and tolerant to drought.


20/10/23
Convener
Technology Management Cell
OUAT, Bhubaneswar